

07-31-2001

FORM PTO-1594



U.S. PATENT & TRADEMARK OFFICE  
DEPARTMENT OF COMMERCE

To the Honorable Commissioner of  
Please record the attached original documents or copy thereof.

101792622

1. Name of conveying party(ies):  
 BNP Paribas **7-13-01**  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation  
 Other \_\_\_\_\_  
 Additional name(s) of conveying party(ies) attached?  
 YES  NO

2. Name and address of receiving party(ies):  
 Name: Metcal, Inc.  
 Internal Address:  
 Street Address: 1530 O'Brien Drive  
 City: Menlo Park  
 State: CA Zip: 94025  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 Other \_\_\_\_\_  
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  YES  NO  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  
 YES  NO

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Termination of Security Interest and General Release  
 Execution Date: June 18, 2001

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s):  
 (include series code or filing date)  
 See Attachment  
 B. Trademark Registration No.(s):  
 See Attachment

Additional application or registration numbers attached?  YES  NO

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Banner & Witcoff, Ltd.  
 Address: 1001 G Street, N.W., Eleventh Floor  
 City: Washington  
 State: D.C. Zip: 20001-4597

6. Total number of applications and registrations involved: 10  
 7. Total Fee (37 CFR 3.41) ..... \$ 265.00  
 Enclosed  Authorized to charge Deposit Account 19-0733  
 8. Should any fee adjustment be necessary to effect proper recordation, please debit or credit our Deposit Account No. 19-0733, as necessary.

07/30/2001 ANNEX 1 00000170 190733 1333109  
 01 FC:481 40.00 CH  
 02 FC:482 225.00 CH

9. Statement and signature.  
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.  
 Franklin D. Wolfe  
 Name of Person Signing  
 Atty. Docket No.: 05292.00001  
 Signature \_\_\_\_\_ Date 7/14/01  
 Total number of pages including cover sheet, attachments and document: \_\_\_\_\_

Mark	U.S. Registration No.
METCAL and design	1,333,109
TURBO-STRAP	1,630,747
METCAL and design	1,713,164
TURBO TIP	1,728,547
METFIT	1,760,686
SMART HEAT	1,795,498
METCAL	1,795,767
SMART HEAT	1,906,548
TALON	1,996,025
THE SMART HEAT COMPANY and design	2,176,074 (USSN 75-162,676)



**TERMINATION OF SECURITY INTEREST AND GENERAL RELEASE**

WHEREAS, on or about November 4, 1996, Metcal, Inc., a California corporation ("Metcal"), as assignor, and BNP Paribas ("BNPP"), as collateral agent/assignee, entered into that certain ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS dated November 4, 1996 (the "Assignment"), a true and correct copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to the Assignment, Metcal, O.K. International, Inc., a Delaware corporation ("O.K. International, Inc."), and the affiliates of O.K. International, Inc. made collateral assignments to BNPP of certain trademarks and patents (collectively, the "Trademarks and Patents") more particularly described in said Assignment;

NOW, THEREFORE, intending to be legally bound, and in consideration of the sum of approximately US\$40,000,000 paid in November of 2000, the receipt and sufficiency of which are hereby acknowledged, BNPP, for itself and the principals for whom it has acted as collateral agent, hereby terminates, effective as of December 1, 2000, the security interest granted by Metcal, O.K. International, Inc., and the affiliates of O.K. International, Inc. to BNPP under and pursuant to the terms of the Assignment, and hereby releases any and all right, title, and interest in and to the Trademarks and Patents granted to BNPP pursuant to the terms of the Assignment.

BNPP, for itself and for the principals for whom it has acted as collateral agent, hereby releases and discharges Metcal, O.K. International, Inc., and the affiliates of O.K. International, Inc. and their predecessors, successors, and assigns (collectively, the "Releasees"), from and against any and all actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, promises, warranties, guarantees, representations, judgments, claims, liabilities, obligations, torts, damages, liens, demands, costs, and expenses, at law or in equity, whether past or present, or known or unknown, or foreseen or unforeseen, or direct or indirect, or fixed or contingent, or for contribution or indemnity, which against the Releasees, or any of them, BNPP ever had, now has, or may hereafter have, arising out of, resulting from, or relating in any way whatsoever to the Assignment and the Credit Agreement among O.K. Holdings, Inc., a Delaware corporation, O.K. International, Inc. and various banks with BNPP as agent dated November 4, 1996 and amended October 12, 1999.

**BNPP hereby acknowledges and knowingly, freely, and voluntarily waives the benefits of California Civil Code Section 1542, which provides:**

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

BNPP covenants and agrees that that it will take promptly such additional actions and will execute such additional documents and instruments as are reasonably necessary to effectuate the release of its security interest in the Trademarks and Patents, and/or terminate the filing of the Assignment in the United States Patent and Trademark Office.

This Release shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, BNPP has caused its duly authorized officer to execute and deliver this Release as of the 18<sup>th</sup> day of June, 2001.

**BNP PARIBAS**

By: *Edward T. Irwin*

Name: **Edward T. Irwin**

Title: **Managing Director**

By: *Darryl M. Monasebian*

Name: **Darryl M. Monasebian**

Title: **Director**

**Merchant Banking Group**

STATE OF NEW YORK    )  
  ) ss.:  
COUNTY OF NEW YORK )

On this 18<sup>th</sup> day of JUNE, 2001, before me personally came *Edward Irwin & Darryl Monasebian*, who, being by me duly sworn, did state as follows: that he is *Managing Director / Director* of BNP Paribas, that he is authorized to execute the foregoing Termination of Security Interest and General Release on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

*Joseph D. Catarina*  
Notary Public

**JOSEPH D. CATARINA**  
**NOTARY PUBLIC, State of New York**  
**No. 31-4896080**  
**Qualified in New York County**  
**Commission Expires June 1, 2003**

ASSIGNMENT OF SECURITY INTEREST IN  
UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, METCAL, INC., a California corporation (the "Assignor") with principal offices at 1530 O'Brien Drive, Menlo Park, CA 94025, hereby assigns and grants to Banque Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement between the Assignor and the Assignee, dated as of November 4, 1996 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

EXHIBIT A

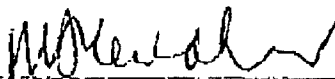
000000EC.W51

PATENT  
REEL: 8239 FRAME: 0275

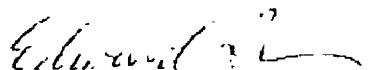
TRADEMARK  
REEL: 002336 FRAME: 0532

IN WITNESS WHEREOF, the undersigned have executed this Assignment  
as of the 4th day of November, 1996.

METCAL, INC.,  
Assignor

By   
Title: President

BANQUE PARIBAS,  
as Collateral Agent, Assignee

By   
Title: VP

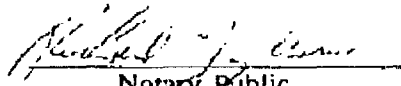
0000080C.W51

PATENT  
REF: 8239 FRAME: 0276

TRADEMARK  
REEL: 002336 FRAME: 0533

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 4th day of November, 1996, before me personally came Michael J. Cristofani who, being by me duly sworn, did state as follows: that he is President of METCAL, INC., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
Notary Public

RICHARD VGLESIAS  
Notary Public, State of New York  
No. 01YG5049616  
Qualified in New York County  
Commission Expires Aug. 28, 1997

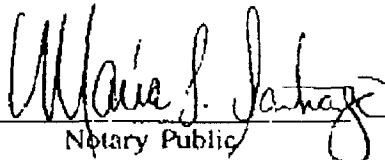
0000D0BC.W51

PATENT  
REEL: 8239 FRAME: 0277

TRADEMARK  
REEL: 002336 FRAME: 0534

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 4th day of November, 1996, before me personally came Edward Irwin who, being by me duly sworn, did state as follows: that he is VP, of Banque Paribas, that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
Notary Public

Notary Public  
State of New York  
Commission Expires 01/21/97

000000BC.W51

RECORDED: 11/26/1996

PATENT  
REF: 8239 FRAME: 0278

TRADEMARK  
REEL: 002336 FRAME: 0535



SCHEDULE A

<u>Mark</u>	<u>Registration (Application) Number</u>	<u>Registration (Application) Date</u>
THE SMARTHEAT COMPANY	75-162,676	
SMART HEAT	1,795,498	September 28, 1993
METCAL	1,795,767	September 28, 1993
TALON	1,996,025	August 20, 1996
SMART HEAT	1,906,548	July 18, 1995
METFIT	1,760,686	March 23, 1993
METCAL	1,713,164	September 8, 1992
TURBO TIP	1,728,547	October 27, 1992
TURBO-STRAP	1,630,747	January 8, 1991
METCAL	1,333,109	April 30, 1985

0000080C.W51

PATENT  
REEL: 8239 FRAME: 0266TRADEMARK  
REEL: 002336 FRAME: 0536

SCHEDULE B

<u>Patent Number</u> <u>(Application)</u>	<u>Description</u>	<u>Date Issued</u> <u>(Applied)</u>
4,256,945	Alternating Current Electrically Resistive Heating Element Having Intrinsic Temperature Control	March 17, 1981
4,623,401	Heat Treatment with an Auto- regulating Heater	November 18, 1986
4,626,767	Constant current R.F. Generator	December 2, 1986
4,659,912	Thin, Flexible Autoregulation Strap Heater	April 21, 1987
4,665,309	Self Heating Gasket for Hermeti- cally Sealing a Lid to a Box	May 12, 1987

000000BC.W51

PATENT  
REF: 8239 FRAME: 0267TRADEMARK  
REEL: 002336 FRAME: 0537

SCHEDULE B

Cont.

<u>Patent Number (Application)</u>	<u>Description</u>	<u>Date Issued (Applied)</u>
4,695,712	Flexible Autoregulating Heater with a Latching Mechanism	September 22, 1987
4,695,713	Autoregulating, Electrically Shielded Heater	September 22, 1987
4,701,587	Shielded Heating Element Having Intrinsic Temperature Control	October 20, 1987
4,717,814	Slotted Autoregulating Heater	January 5, 1988
4,745,264	High Efficiency Autoregulating Heater	May 17, 1988
4,752,673	Autoregulating Heater	June 21, 1988
4,752,864	Constant Voltage Power Supply	June 21, 1988
Re. 33,644	Ferromagnetic Element with Temperature Regulator	September 6, 1988
4,771,151	Self-Heating Lid for Soldering to a Box	September 13, 1988
4,788,404	Self-Soldering Flexible Circuit Connector	November 29, 1988

000008C.W51

PATENT  
REEL: 8239 FRAME: 0268

TRADEMARK  
REEL: 002336 FRAME: 0538

SCHEDULE B

Cont.		
<u>Patent Number</u> <u>(Application)</u>	<u>Description</u>	<u>Date Issued</u> <u>(Applied)</u>
4,789,767	Auto Regulating Multi-Contact Induction Heater	December 6, 1988
4,794,226	Self-Regulating Porous Heater Device	December 27, 1988
4,795,870	Conductive Member Having Integrated Self-Regulating Heaters	January 3, 1989
4,795,886	Temperature Control in which the the Control Parameter is the Degree of Imperfection	January 3, 1989
4,814,587	High Power Self-Regulating Heater	March 21, 1989
4,839,501	Cartridge Soldering Iron	June 13, 1989
4,877,944	Self-Regulating Heater	October 31, 1989
4,914,267	Connector Containing Fusible Material and Having Intrinsic Temperature Control	April 3, 1990
4,987,291	Heater Straps	January 22, 1991
5,007,574	Desoldering Device	April 16, 1991
5,025,128	Rivet with Integral Heater	June 18, 1991

0000D08C.W51

 PATENT  
 REEL 8239 FRAME 0269

SCHEDULE B

Cont.

<u>Patent Number (Application)</u>	<u>Description</u>	<u>Date Issued (Applied)</u>
5,040,717	Solder Delivery System	August 20, 1991
5,045,666	Self-Soldering Flexible Circuit Connector	September 3, 1991
5,047,025	Thermal Atherectomy Device	September 10, 1991
5,053,595	Heat Shrink Sleeve with High Mu Material	October 1, 1991
5,073,625	Self-Regulating Porous Heating Device	December 17, 1991
5,087,256	Thermal Atherectomy Device	February 11, 1992
5,087,804	Self-regulating Heater with Integral Induction Coil and Method of Manufacture Thereof	February 11, 1992
5,093,545	Method System and Composition for Soldering by Induction Heating	March 3, 1992
5,098,319	Multipin Connector	March 24, 1992
5,107,095	Clam Shell Heater Employing High Permeability Material	April 21, 1992

PATENT

REEL: 8239 FRAME: 0270

0000080C.W51

**TRADEMARK**  
**REEL: 002336 FRAME: 0540**

SCHEDULE B

Cont.

<u>Patent Number (Application)</u>	<u>Description</u>	<u>Date Issued (Applied)</u>
5,126,521	System for Producing Heat in Alternating Magnetic Fields	June 30, 1992
5,128,504	Removable Heating Article for Use in Alternating Magnetic Field	July 7, 1992
5,128,602	Parallel Supply for Multiple Loads from a Single Power Supply	July 7, 1992
5,133,710	Thermal Seed for Treatment of Tumors	July 28, 1992
5,134,265	Rapid Heating, Uniform, Highly Efficient Griddle	July 28, 1992
5,143,272	Desoldering Device	September 1, 1992
5,163,856	Multipin Connector	November 17, 1992
5,167,545	Connector Containing Fusible Material and Having Intrinsic Temperature Control	December 1, 1992
5,175,409	Self-Soldering Flexible Circuit Connector	December 29, 1992

0000080C.W51

PATENT  
REEL 8239 FRAME 0271TRADEMARK  
REEL: 002336 FRAME: 0541

SCHEDULE B

Cont.

<u>Patent Number (Application)</u>	<u>Description</u>	<u>Date Issued (Applied)</u>
5,182,427	Self-Regulating Heater Utilizing Ferrite-type Body	January 26, 1993
5,189,271	Temperature Self-Regulating Induction Apparatus	February 23, 1993
5,194,708	Transverse Electric Heater	March 16, 1993
5,208,443	Temperature Auto Regulating Self-Heating Recoverable Articles	May 4, 1993
5,223,689	Profiles to Insure Proper Heating Function	June 29, 1993
5,227,596	Self Regulating Connecting Device Containing Fusible Material	July 13, 1993
5,227,597	Rapid Heating, Uniform, Highly Efficient Griddle	July 13, 1993
5,231,267	Method for Producing Heat-Recoverable Articles and Apparatus for Expanding/Shrinking Articles	June 27, 1993

0000p08c.w51

PATENT  
REF ID: A839 FRAME: 0772TRADEMARK  
REEL: 002336 FRAME: 0542

SCHEDULE B

Cont

<u>Patent Number (Application)</u>	<u>Description</u>	<u>Date Issued (Applied)</u>
5,300,750	Thermal Induction Heater	April 5, 1994
5,319,173	Temperature Auto-Regulating Self-Heating Recoverable Articles	June 7, 1994
5,329,085	Temperature Self-Regulating Heaters and Soldering Irons	July 12, 1994
5,376,774	Low Emission Induction Htg Coil	December 27, 1994
5,406,055	Apparatus for Expanding/Shrinking Articles	April 11, 1995
5,425,731	Instrument for Cutting, Coagulating and Ablating Tissue	June 20, 1995
5,427,846	System for Producing Heat in Alternating Magnetic Fields	June 27, 1995
5,481,799	Process for Producing a Self- Heating Auto Regulating Connector	January 9, 1996
S/N 027,790	Dual Element Heater	September 2, 1994
S/N 390,590	Tweezer-Like Heater	February 17, 1995

0000D03C.W51

PATENT  
REEL: 8239 FRAME: 0273TRADEMARK  
REEL: 002336 FRAME: 0543



SCHEDULE B

Cont.

Patent Number  
(Application)DescriptionDate Issued  
(Applied)

S/N 474,090

Alternative Current Electrically  
Resistive Heating Element Having  
Intrinsic Temperature Control

March 10, 1983

S/N 474,096

Alternative Current Electrically  
Resistive Heating Element Having  
Intrinsic Temperature Control

March 10, 1983

S/N 07/242,208

Auto-Regulating Self-Heating  
Heat-Recoverable Sleeves

S/N 08/070,944

Method for Producing Heat-Recoverable  
Articles and Apparatus for Expanding/  
Shrinking Articles

S/N 08/450,712

Method and Apparatus for Providing  
Multiple Autoregulated Temperatures

00000800.W51

PATENT  
REEL: 8259 FRAME: 0274